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Attorney's Docket No.: 42390.P7268
Confirmation No. 9797

Patent

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Fred Gruner, et al.

Application No.: 09/385,927

Filed: August 30, 1999

For: METHOD AND SYSTEM FOR A TWO
STAGE PIPELINED INSTRUCTION
DECODE AND ALIGNMENT USING
PREVIOUS INSTRUCTION LENGTH

Assistant Commissioner for Patents
Washington, D.C. 20231

)
) Examiner: Wood, W. H.
)
) Art Unit: 2183
)
)
)

RECEIVED

JUL 30 2002

Technology Center 2100

I hereby certify that this correspondence is
being deposited with the United States Postal
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postage in an envelope addressed to the
Assistant Commissioner for Patents,
Washington, D. C. 20231 on

July 15, 2002
(Date of Deposit)

Leah Resendez

(Printed name)

Leah Resendez
(Signature)

7/15/02
(Date)

PETITION FOR FILING BY OTHER THAN ALL THE INVENTORS

Under 37 CFR § 1.47(a)

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OCT 04 2002

Sir:

OFFICE OF PETITIONS

In response to the Office Action mailed January 15, 2002 for the subject patent
application, Applicants respectfully submit a petition to file on behalf of omitted inventor, Mike
Morrison. Included with this petition are the following items:

- 1.) A declaration of facts from Ronald C. Card providing proof of pertinent facts
concerning the refusal of co-inventor Mike Morrison to join in the patent application, and
execute the Declaration and Assignment for filing in the U.S. Patent and Trademark Office.

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2.) A petition for a three (3) month extension of time under 37 CFR § 1.136(a) and the required \$920.00 extension fee.

3.) The required \$130.00 petition fee pursuant to 37 C.F.R. § 1.17(h) for the Petition to File by Other Than All The Inventors (37 C.F.R. § 1.47(a)); and

4.) A copy of an Intel Employee Agreement executed by Mike Morrison.

The name and address of the co-inventor refusing to review, consider, execute and otherwise cooperate in the prosecution of this patent application is:

Mike Morrison
3131 Homestead Road, #10-J
Santa Clara, California 95051

This invention was developed in conjunction with and under the authorization of Intel Corporation (hereinafter "Intel") by the inventors Fred Gruner, Mike Morrison and Kushagra Vaid.

Upon information and belief, Intel is entitled to clear title to the invention and to the above-identified patent application and any patent which issues thereon.

By signing the Intel Employment Agreement, Mike Morrison agreed to assign to Intel all rights with respect to designs, trademarks, copyrights, maskworks, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works to which he may be entitled (clause 2 of Intel Employee Agreement).

Thus, Mike Morrison was under a duty to jointly execute the patent application and to assign the right to the invention to Intel.

The required fee pursuant to 37 C.F.R. § 1.17(h) is enclosed.

Respectfully submitted,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP

Dated:

7/15/02



Michael J. Mallie
Reg. No. 36,591

12400 Wilshire Blvd.
Seventh Floor
Los Angeles, CA 90025-1026
(408) 720-8300



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JUL 30 2002

Attorney's Docket No.: 42396.17268

Technology Center 2100 PATENT

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION
(FOR INTEL CORPORATION PATENT APPLICATIONS)

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below, next to my name.

I believe I am the original, first, and sole inventor (if only one name is listed below) or an original, first, and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled

METHOD AND SYSTEM FOR A TWO STAGE PIPELINED INSTRUCTION DECODE AND ALIGNMENT

the specification of which

X is attached hereto.
was filed on August 30, 1999 as
United States Application Number 09/385,927
or PCT International Application Number _____
and was amended on _____
(if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment referred to above. I do not know and do not believe that the claimed invention was ever known or used in the United States of America before my invention thereof, or patented or described in any printed publication in any country before my invention thereof or more than one year prior to this application, that the same was not in public use or on sale in the United States of America more than one year prior to this application, and that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months (for a utility patent application) or six months (for a design patent application) prior to this application.

I acknowledge the duty to disclose all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code, Section 119(a)-(d), of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority
Claimed

_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	_____ Yes	_____ No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	_____ Yes	_____ No
_____ (Number)	_____ (Country)	_____ (Day/Month/Year Filed)	_____ Yes	_____ No

I hereby claim the benefit under Title 35, United States Code, Section 119(e) of any United States provisional application(s) listed below

_____ Application Number	_____ Filing Date
_____ Application Number	_____ Filing Date

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

_____ Application Number	_____ Filing Date	_____ Status -- patented, pending, abandoned
_____ Application Number	_____ Filing Date	_____ Status -- patented, pending, abandoned

I hereby appoint the persons listed on Appendix A hereto (which is incorporated by reference and a part of this document) as my respective patent attorneys and patent agents, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Send correspondence to Ronald C. Card, **BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP, 12400 Wilshire Boulevard 7th Floor, Los Angeles, California 90025 and direct telephone calls to Ronald C. Card, (408) 720-8598.**
(Name of Attorney or Agent)
(Name of Attorney or Agent)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full Name of Sole/First Inventor Fred Gruner

Inventor's Signature [Signature] Date 2/9/2000

Residence Palo Alto, California Citizenship United States of America
(City, State) (Country)

Post Office Address 2069 Edgewood Drive
Palo Alto, California 94303

Full Name of Second/Joint Inventor Mike Morrison

Inventor's Signature _____ Date _____

Residence Santa Clara, California Citizenship United States of America
(City, State) (Country)

Post Office Address 3131 Homestead Road #10-J
Santa Clara, California 95051

Full Name of Third/Joint Inventor Kushagra Vaid

Inventor's Signature [Signature] Date 9/28/99

Residence Sunnyvale, California Citizenship India
(City, State) (Country)

Post Office Address 988 Henderson Avenue, Apt. 4
Sunnyvale, California 94086

APPENDIX A

William E. Alford, Reg. No. 37,764; Farzad E. Amini, Reg. No. P42,261; Aloysius T. C. AuYeung, Reg. No. 35,432; William Thomas Babbitt, Reg. No. 39,591; Carol F. Barry, Reg. No. 41,600; Jordan Michael Becker, Reg. No. 39,602; Bradley J. Berezna, Reg. No. 33,474; Michael A. Bernadieu, Reg. No. 35,934; Roger W. Blakely, Jr., Reg. No. 25,831; Gregory D. Caldwell, Reg. No. 39,926; Ronald C. Card, Reg. No. P44,587; Yong S. Choi, Reg. No. P43,324; Thomas M. Coester, Reg. No. 39,637; Michael Anthony DeSanctis, Reg. No. 39,957; Daniel M. De Vos, Reg. No. 37,813; Robert Andrew Diehl, Reg. No. 40,992; Tarek N. Fahmi, Reg. No. 41,402; James Y. Go, Reg. No. 40,621; Dinu Gruia, Reg. No. P42,996; Willmore F. Holbrow III, Reg. No. P41,845; George W. Hoover II, Reg. No. 32,992; Eric S. Hyman, Reg. No. 30,139; Dag H. Johansen, Reg. No. 36,172; William W. Kidd, Reg. No. 31,772; Michael J. Mallie, Reg. No. 36,591; Andre L. Marais, under 37 C.F.R. § 10.9(b); Paul A. Mendonsa, Reg. No. 42,879; Darren J. Milliken, Reg. No. 42,004; Lisa A. Norris, Reg. No. P44,976; Thien T. Nguyen, Reg. No. 43,835; Thinh V. Nguyen, Reg. No. 42,034; Dennis A. Nicholls, Reg. No. 42,036; Kimberley G. Nobles, Reg. No. 38,255; Daniel E. Ovanezian, Reg. No. 41,236; Babak Redjaian, Reg. No. 42,096; James H. Salter, Reg. No. 35,668; William W. Schaal, Reg. No. 39,018; James C. Scheller, Reg. No. 31,195; Anand Sethuraman, Reg. No. P43,351; Charles E. Shemwell, Reg. No. 40,171; Jeffrey Sam Smith, Reg. No. 39,377; Maria McCormack Sobrino, Reg. No. 31,639; Stanley W. Sokoloff, Reg. No. 25,128; Judith A. Szepesi, Reg. No. 39,393; Vincent P. Tassinari, Reg. No. 42,179; Edwin H. Taylor, Reg. No. 25,129; George G. C. Tseng, Reg. No. 41,355; Joseph A. Twarowski, Reg. No. 42,191; Lester J. Vincent, Reg. No. 31,460; Glenn E. Von Tersch, Reg. No. 41,364; John Patrick Ward, Reg. No. 40,216; Stephen Warhola, Reg. No. 43,237; Charles T. J. Weigell, Reg. No. 43,398; Kirk D. Williams, Reg. No. 42,229; James M. Wu, Reg. No. P45,241; Steven D. Yates, Reg. No. 42,242; Ben J. Yorks, Reg. No. 33,609; and Norman Zafman, Reg. No. 26,250; my patent attorneys, and James A. Henry, Reg. No. 41,064; my patent agent, of BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP, with offices located at 12400 Wilshire Boulevard, 7th Floor, Los Angeles, California 90025, telephone (310) 207-3800, and Alan K. Aldous, Reg. No. 31,905; Robert D. Anderson, Reg. No. 33,826; Joseph R. Bond, Reg. No. 36,458; Richard C. Calderwood, Reg. No. 35,468; Jeffrey S. Draeger, Reg. No. 41,000; Cynthia Thomas Faatz, Reg. No. 39,973; Sean Fitzgerald, Reg. No. 32,027; Seth Z. Kalson, Reg. No. 40,670; David J. Kaplan, Reg. No. 41,105; Charles A. Mirho, Reg. No. 41,199; Leo V. Novakoski, Reg. No. 37,198; Naomi Obinata, Reg. No. 39,320; Thomas C. Reynolds, Reg. No. 32,488; Mark Seeley, Reg. No. 32,299; Steven P. Skabrat, Reg. No. 36,279; Howard A. Skaist, Reg. No. 36,008; Steven C. Stewart, Reg. No. 33,555; Raymond J. Werner, Reg. No. 34,752; and Charles K. Young, Reg. No. 39,435; my patent attorneys, and Thomas Raleigh Lane, Reg. No. 42,781; Calvin E. Wells, Reg. No. P43,256; and Peter Lam, Reg. No. P44,855; my patent agents, of INTEL CORPORATION; and James R. Thein, Reg. No. 31,710, my patent attorney; with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

APPENDIX B

Title 37, Code of Federal Regulations, Section 1.56 Duty to Disclose Information Material to Patentability

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclosure information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) Prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

Attorney's Docket

ASSIGNMENT

PATENT

No.: 42390.P7268

(For Execution After Filing Patent Application)

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we

the undersigned, Fred Gruner, Mike Morrison, Kushagra Vaid

hereby sell, assign, and transfer to Intel Corporation

a corporation of Delaware, having a principal place of business at


2200 Mission College Blvd., Santa Clara, California, 95052, ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent that was filed August 30, 1999 and assigned Application No. 09/385,927 and is entitled

METHOD AND SYSTEM FOR A TWO STAGE PIPELINED INSTRUCTION DECODE AND ALIGNMENT


and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 2/9, 192000 
Name: Fred Gruher

Date: _____, 19____
Name: Mike Morrison

Date: 9/28/, 1999 
Name: Kushagra Vaid

State of: _____ }
County of: _____ } SS. Assignment Document Return Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
12400 Wilshire Blvd., Seventh Floor
Los Angeles, California 90025-1026
(408) 720-8598

On this _____ day of _____, 19____, before me, _____,
the undersigned Notary Public, personally appeared _____

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) subscribed to the within instrument, and
acknowledged that _____ executed it.
WITNESS my hand and official seal.

Notary's Signature

EMPLOYEE AGREEMENT

BEST AVAILABLE COPY

In exchange for being employed by Intel Corporation, its subsidiaries, affiliates, or successors (hereinafter "INTEL"), I agree that:

1. While working for INTEL, I will perform my assigned duties and comply with all INTEL policies, procedures, guidelines, rules and instructions including Intel's Business Code of Conduct.
2. Without additional compensation, I will promptly disclose and, to the full extent allowed by law, assign to INTEL all rights to which I may be entitled with respect to designs, trademarks, copyrights, maskworks, discoveries, formulas, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas or copyrightable works: (i) relating to INTEL's business, whether or not developed during normal working hours; or (ii) which were developed with the use or aid of any INTEL equipment, supplies, or facilities; or (b) which used any proprietary or confidential information of INTEL or proprietary or confidential information of a third party, access to which I obtained through INTEL.
3. I am not conveying rights in inventions I made prior to working for INTEL, which inventions have been identified as of my hire date in a written document which contains no confidential information. Furthermore, I am not required to assign any invention to INTEL where no INTEL equipment, supplies, facilities, or trade secret information was used and which was developed entirely on my own time and (a) which does not relate to (1) INTEL's business or (2) to INTEL's actual or demonstrably anticipated research or development, and (b) which does not result from my INTEL work.
4. At all times, both during and after my INTEL employment, I will do whatever is reasonably requested by INTEL, at INTEL's expense, to assist INTEL in obtaining and enforcing INTEL's rights throughout the world with respect to the assignments which I have made or am obligated to make to INTEL under this Agreement.
5. At all times, both during and after my employment by INTEL, I will hold in confidence and will not use (except for the benefit of INTEL) or disclose without INTEL's written authorization any information (technical or otherwise) I had access to or created during the period of my employment which pertains to any aspect of INTEL's business and is either unknown to actual or potential competitors of INTEL or is proprietary or confidential information of INTEL, its customers, or its suppliers, until such information either becomes generally known outside INTEL by legal means, or for the maximum period of time for maintaining trade secrets as permitted by law in the state in which I am employed, if such period is shorter. I agree not to make unauthorized copies of such confidential information and to return to INTEL upon my termination, or upon INTEL's request, all tangible forms of such confidential information including drawings, computerized data or programs, specifications, documents, devices, models, list of employees, or any other INTEL confidential material.
6. At all times I will treat confidential information of third parties to which I have had access during my employment by INTEL according to the terms of any agreement between INTEL and the third parties respecting such third party confidential information.
7. I represent that I have not brought and will not bring to INTEL or use in the performance of my duties at INTEL any proprietary or confidential information (whether or not in writing) of a former employer or third party without the employer's or third party's written authorization.
8. This Agreement (a) survives my employment by INTEL, (b) does not in any way restrict my right or the right of INTEL to terminate my employment at will, (c) inures to the benefit of successors and assigns of INTEL, and (d) is binding upon my heirs and legal representatives.
9. To the best of my information and belief, I am not a party to any other agreement which will interfere with my full compliance with this Agreement, except as specifically identified as of my hire date in a written document which contains no confidential information.
10. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

INTEL

By:

F. Thomas Dunlap Jr.
F. THOMAS DUNLAP JR.
Vice President,
General Counsel and Secretary

EMPLOYEE

Michael J. Morrison
Signature

Michael J. Morrison
Printed Name (please print clearly)

(524-25-7392)

Social Security Number

July 5, 1992
Date

(11/01)

WHITE COPY - Intel

CANARY COPY - Employee